

Prepared By:
Nancy Doran
Director of Regional
Legal Services
Centro Properties Group
West Regional Office
11975 El Camino Real #202
SAN DIEGO, CA 92130
858-847-7016

MEMORANDUM OF LEASE FOR RECORDATION
(NOTICE OF LEASE)

THIS is a May 30th, 2006 Memorandum of Lease ("Memorandum of Lease") by and between NPK SOUTHAVEN, LLC, a Delaware limited liability company, having an address at 420 Lexington Avenue, 7th Floor, New York, New York 10170, herein referred to as "Landlord" and BURLINGTON COAT FACTORY OF MISSISSIPPI, LLC, a Mississippi limited liability company, having an address at 1830 Route 130, Burlington, New Jersey 08016, herein referred to as "Tenant."

WITNESSETH:

1. For and in consideration of the sum of Ten Dollars (\$10.00) and of other valuable consideration paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged by Landlord, Landlord and Tenant desire to record this Memorandum of Lease to put all persons on notice of a Lease Agreement ("Lease") dated May 29, 2006 between Landlord and Tenant, wherein Landlord demised and let unto Tenant, and Tenant leased from Landlord, for the term and upon the terms and conditions set forth in the Lease, the premises comprising approximately Eighty Thousand (80,000) square feet of ground floor space located in a Building, with a street address of 550 Stateline Road West, Southaven, Mississippi 38671, which premises are shown by crosshatching on **Exhibit "A"** annexed hereto and made a part hereof, together with the exclusive right to the use of the loading dock(s) and compactor area(s) adjoining the premises and all alley rights, if any, easements, and rights, privileges and appurtenances in connection therewith or thereunto belonging or herein granted ("Demised Premises"). The building of which the Demised Premises is a part is called "Building." The Demised Premises are part of the former Kmart Supercenter premises located in the shopping center depicted on **Exhibit "A,"** which shopping center is located on the land more particularly described in **Exhibit "A-1"** annexed hereto and made a part hereof ("Shopping Center").

2. The Lease contains the entire agreement between the Landlord and Tenant. All persons are hereby put on notice of the existence of the Lease and are referred to the Lease for its terms and conditions. In the event of a conflict between the terms of the Lease and this Memorandum of Lease, the terms of the Lease shall control. All terms in this Memorandum of Lease that are not defined herein have the same meaning as those terms have in the Lease.

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Record and Return to:
★ Plymouth Title Agency LP
1125 Ocean Avenue
Lakewood NJ 08701
PLYUS - 045029

3. The Lease is in effect. Tenant shall have and hold the Demised Premises for the term ("Initial Term") to commence upon delivery to Tenant of exclusive possession of the Demised Premises in accordance with the terms and conditions of the Lease ("Commencement Date") and shall end at the very end of the day on: (i) if the Tenth (10th) anniversary of the Rent Commencement Date (as defined in the Lease) shall fall on any date after January 31 but before April 30 of a calendar year, then at the very end of April 30 of such calendar year; (ii) if the Tenth (10th) anniversary of the Rent Commencement Date shall fall on any date after July 31 of a calendar year, then at the very end of the January 31 next following the Tenth (10th) anniversary of the Rent Commencement Date; or (iii) if the Tenth (10th) anniversary of the Rent Commencement Date shall fall on any other date of a calendar year, then at the very end of the last day of the month which contains the Tenth (10th) anniversary of the Rent Commencement Date (the "Initial Term"), unless sooner terminated herein. The Initial Term together with any extensions or renewals thereof shall be hereinafter referred to as the "Term." All optional or extended terms provided for in the Lease shall run from the end of the Initial Term as hereinabove determined.

4. Landlord agrees that Tenant shall have and is hereby granted four (4) successive options to extend the Term of the Lease for five (5) years on each such option, such extended Terms to begin, respectively, upon the expiration of the Initial Term or the immediately preceding extended Term of the Lease and, except as in this Article otherwise provided, all the terms, covenants and provisions of the Lease shall apply to each such extended Term. Each such option shall automatically become exercised and effective as the same shall accrue unless Tenant gives Landlord notice in writing of its intention not to exercise the option at least One Hundred Eighty (180) days prior to the expiration of the Initial Term or any extended Term of the Lease.

5. All of the terms and conditions of the Lease are incorporated herein by reference including, but not limited to, the following portions of certain provisions of the Lease:

ARTICLE 30 CERTAIN CONDITIONS

Landlord agrees at Landlord's expense: . . . (b) to provide within the Shopping Center certain parking areas (exclusive of basement underground parking areas) to accommodate not less than five (5) automobiles for each one thousand (1,000) square feet of leasable floor area in the buildings on the Shopping Center and entrances and exits from and to public streets or highways, all to be located in the areas designated for such purpose on **Exhibit "A"** ("Common Areas"); and (c) to remove all restrictions on both ingress to, and egress from, the Shopping Center affecting all current and proposed curb cuts and access roads shown on **Exhibit "A,"** unless such restrictions shall be required by applicable law or regulation.

ARTICLE 32 USE OF COMMON FACILITIES

Landlord hereby grants to Tenant, its customers, employees and visitors an easement throughout the Term hereof to use, in common with other tenants of the Shopping Center, their customers, employees and visitors, all of the Common Facilities and in addition thereto any similar future facilities, including but not limiting the same to the use of all the mall areas, streets, service courts, service drives and sidewalks, if any, for ingress and egress to and from the Demised Premises and the public streets or highways shown on **Exhibit "A"** and the use thereof for parking and deliveries; all of the Common Facilities being situated as shown in **Exhibit "A"** and upon land described in **Exhibit "A-1"** attached hereto.

ARTICLE 33 RESTRICTIVE COVENANTS

So long as Tenant leases or lawfully occupies or lawfully uses any space in the Shopping Center, Landlord covenants that notwithstanding the amendment or expiration of the herein Lease: (a) no covenant or agreement made by Landlord or any predecessor in title with any other person or entity restricting the use or occupancy of all or part of the Shopping Center shall be of any force or effect against Tenant except as set forth in **Exhibit "B"** hereof; (b) no building or structure shall be hereafter erected or maintained on any part of the Shopping Center except to the west of the "No Building Line" shown on **Exhibit "A"** or within the footprint of the existing Building or as replacements of substantially the same floor area to the buildings south of the "Front Pad Line" shown on **Exhibit "A"** or on "Tract E" shown on **Exhibit "A"**; (c) if any building (other than the Building) is demolished and is not replaced, the ground where any unrestored portion was located and the surrounding level ground shall be fully landscaped or paved so as to be compatible with the balance of the Shopping Center; (d) no places of public assembly (e.g., movie theaters, bowling alleys, gymnasiums, fitness centers, and the like) shall be erected or maintained in any part of the Shopping Center where any customer entrance to that place or store is closer than one hundred sixty (160) feet to any part of the Demised Premises; (e) no supermarkets occupying 25,000 square feet of gross leasable space or more shall be erected or maintained in any part of the Shopping Center where any customer entrance to that place or store is closer than one hundred (100) feet to any part of the Demised Premises; (f) no restaurant or other premises for on or off premises food or beverage consumption (i.e., take-out, but not a grocery store or supermarket) may be erected or maintained within 100 feet of any part of the Demised Premises except as shown on **Exhibit "A"** hereof; (g) no building, store or premises in the Shopping Center shall be leased, used or occupied as other than a "retail store" as such term is defined in Article 41 hereof, except that those premises leased to others on the Effective Date may continue to be used for their then existing non-retail uses even after the existing non-retail use has been discontinued and except as expressly permitted by the provisions of Article

nor permit use of any premises in the Shopping Center primarily as a linens store (such as, but not limited to Linens 'n Things and Bed Bath & Beyond); (j) Landlord shall not lease, use, nor permit use of any premises in the Shopping Center where such premises displays, in the aggregate, one or more of the items on **Exhibit "H-1"** in more than two thousand (2,000) square feet of floor area (inclusive of adjacent aisles); and (j) Landlord shall not lease, use, nor permit use of any premises in the Shopping Center where such premises displays, in the aggregate, one or more of the items on **Exhibit "H-2"** in more than two thousand (2,000) feet of floor area (inclusive of adjacent aisles).

Notwithstanding anything to the contrary contained in the Lease: (x) no structure or other improvement that materially interferes with visibility of the Demised Premises shall be erected within the Shopping Center; and (y) no structure or part thereof (other than the Building) east of the "No Building Line" shall be higher than twenty-two (22) feet above the existing ground level except that architectural features, such as HVAC units, façade extensions, and the like may extend as high as twenty-eight (28) feet above the existing ground level if they do not materially interfere with visibility of the Demised Premises.

Subject to the provisions of the preceding paragraph, Landlord expressly has the right to construct a building with a floor area of less than five hundred (500) square feet in the area south of the Front Pad Line and extending no further than one hundred fifty (150) feet east of the No Building Line and such building may be used and leased for a drive-through retail purpose such as one conducted under the trade name "Java Jo's."

ARTICLE 38 USE OF COMMON AREAS

... D. Landlord covenants and agrees it will not erect and maintain, or permit the erection and maintenance of any shops, stalls, stands or kiosks in the Common Areas (or in the enclosed Common Areas, if any) within fifty (50) feet of any part of the Demised Premises and will not permit any selling in the Common Areas (or in the enclosed Common Areas, if any) within fifty (50) feet of any part of the Demised Premises.

E. This limitation on the use of enclosed Common Areas shall not apply to any seating arrangements that may be erected or installed and maintained by Landlord for the comfort and convenience of customers, nor to the planters or other decorative installations that may be placed therein provided the seating arrangements, planters or decorative installations do not obliterate, hinder or obstruct full customer visibility of the Demised Premises or accessibility between stores located adjacent to the Common Areas.

6. This Memorandum of Lease is prepared, signed, and acknowledged solely for recording purposes under the laws of the State of Mississippi, and is no way intended to change, alter, modify, amend or in any other way affect the rights, duties, and obligations of Landlord and Tenant pursuant to the Lease; it being specifically understood and agreed between the parties

that each has rights, duties, and obligations imposed upon it in the Lease which are not expressly contained herein but are included herein by reference.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and affixed their respective seals to the Lease on the day and year first above written.

WITNESS:

LANDLORD:

NPK SOUTHAVEN, LLC,
A Delaware limited liability company

Thomas White

By: [Signature]

Name: J. Mark Worley

Title: SR Vice President

WITNESS:

TENANT:

BURLINGTON COAT FACTORY
OF MISSISSIPPI, LLC
a Mississippi limited liability company

By: BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION,
A Delaware corporation, its sole member

Candace Augless
Candace Augless

By: [Signature]
Mark A. Nesci, Executive Vice-President

ACKNOWLEDGMENTS

STATE OF GEORGIA :COUNTY OF FULTON :

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of May, 2006, within my jurisdiction, the within named J. Mark Worley, who acknowledged to me that he/she is S.V.P. Southeast Region, of NPK SOUTHAVEN, LLC, a Delaware limited liability company, and that in said representative capacity he/she executed the above and forgoing instrument, after first having been duly authorized to do so.



Heather Smith
Notary Public

My Commission Expires: 11-29-09

STATE OF NEW JERSEY :

COUNTY OF BURLINGTON :

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of May, 2006, within my jurisdiction, the within named Mark A. Nesci, who acknowledged to me that he is Executive Vice-President, of **BURLINGTON COAT FACTORY OF MISSISSIPPI, LLC**, a Mississippi limited liability company, and that in said representative capacity he executed the above and forgoing instrument, after first having been duly authorized to do so.

Patricia A. Rose
Notary Public

My Commission Expires: February 5, 2009
PATRICIA A. ROSE
A Notary Public of New Jersey
My Commission Expires February 5, 2009

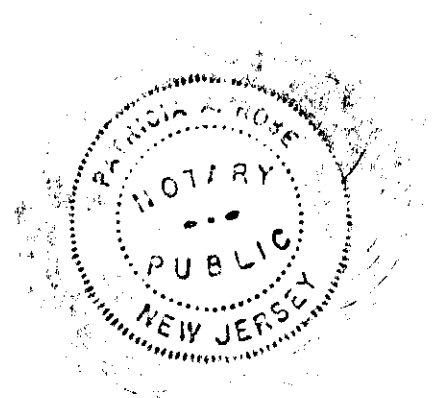


EXHIBIT "A"

Site Plan of Shopping Center with Demised Premises Crosshatched

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EXHIBIT A

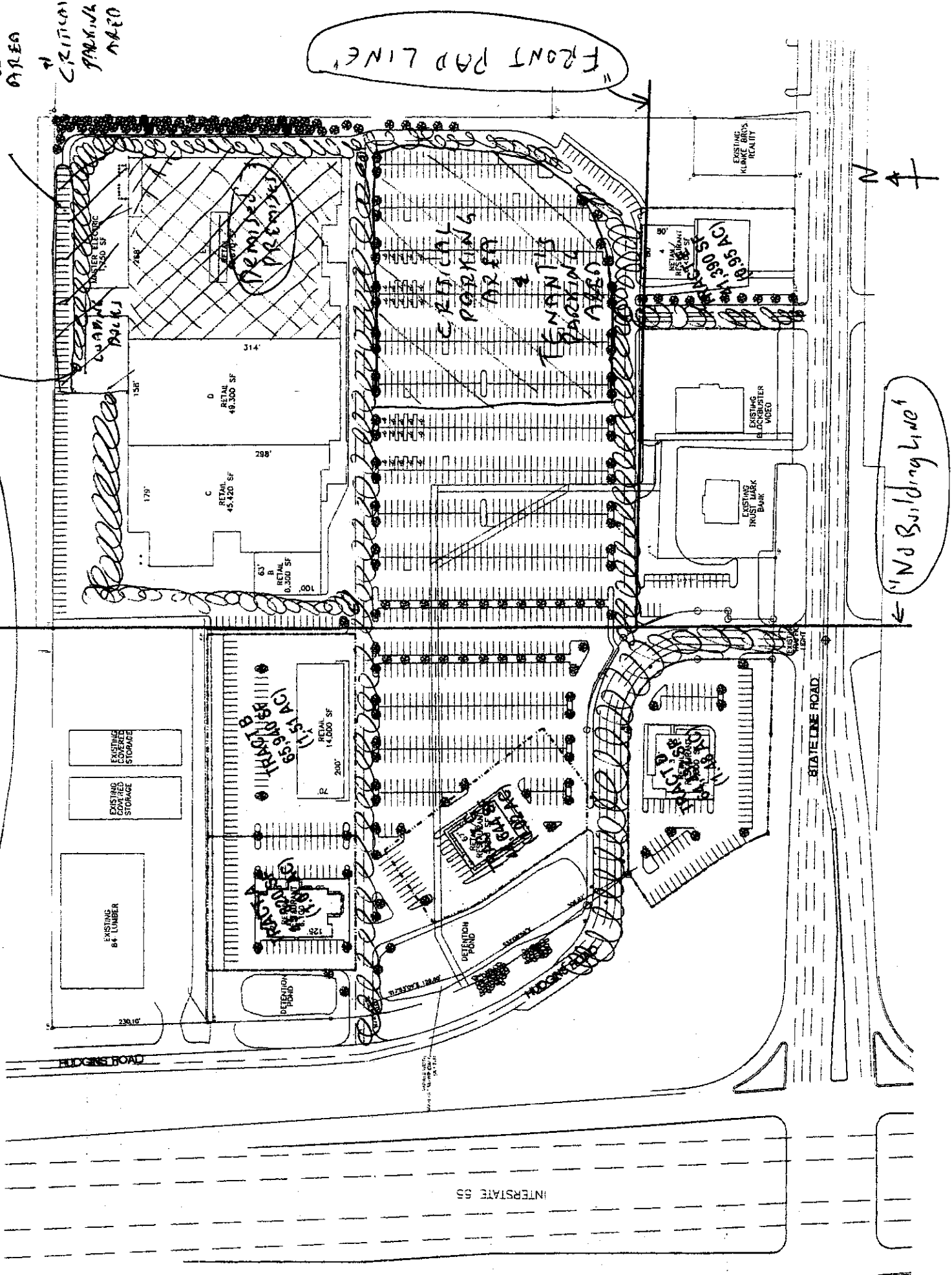


EXHIBIT "A-1"

Legal Description of Shopping Center

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EXHIBIT "A-1"

Legal Description of Shopping Center

All that tract or parcel of land lying and being in DeSoto County, Mississippi, and being Lot 4 Cohen Commercial Subdivision, as shown on Plat Book 43, Page 42 and part of SE/4 of Section 13, Township 1 South, Range 8 West, more particularly described as follows:

Beginning at a found iron pin in the East line of Hudgins Road (R.O.W. varies) said point being 230.10 feet South of the Southwest corner of the Tennessee Industrial Park, as measured along said East line;

thence North 89°01'04" East a distance of 586.52 feet to a found iron pin; thence North 00°42'50" West a distance of the 228.65 feet to an iron pin;

thence North 89°01'08" East a distance of 754.23 feet to an iron pin;

thence South 01°02'21" East a distance of 739.34 feet to an iron pin;

thence South 00°52'50" East a distance of 212.34 feet to an iron pin;

thence South 89°19'20" West a distance of 84.87 feet to an iron pin;

thence South 01°01'54" East a distance of 150.17 feet to an iron pin in the North line of State Line Road (106 - foot R.O.W.);

thence with said North line South 89°21'07" West a distance of 178.17 feet to an iron pin;

thence South 89°18'51" West a distance of 50.20 feet to a point;

thence North 01°17'56" West a distance of 230.01 feet to a point;

thence South 89°18'51" West a distance of 166.01 feet to a point;

thence South 01°17'56" East a distance of 35.05 feet to a point;

thence North 89°08'02" West a distance of 175.05 feet to a point;

thence South 01°21'40" East a distance of 175.02 feet to a point in the North line of State Line Road (160 - foot R.O.W.);

thence with said North line North 89°14'13" West a distance of 101.04 feet to an iron pin;

thence North 89°23'23" West a distance of 161.40 feet to a point in the East line of Hudgins Road;

thence with said East line of North 57°27'54" West a distance of 126.46 feet to a point;

thence along a curve to the left having a radius of 632.97 feet a distance of 74.67 feet (chord=North 34°50'42" West - 74.63 feet) to a point;

thence North 38°13'28" West - 276.70 feet to a point;

thence along a curve to the right having a radius of 522.97 feet a distance of 325.88 feet (chord = North 20°22'23" West - 320.63 feet) to a point;

thence North 02°31'18" West a distance of 183.06 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE RIGHT OF WAY FOR HUDGINS ROAD LOCATED

Beginning at a point in the North line of Stateline Road (160 – foot R/W), said point being 2,428.14 feet East of the West line of said Section 13;

thence North 89°14'13" West, and with said North line, a distance of 10.03 feet to a point;

thence North 89°23'23" West a distance of 50.00 feet to a point in the West line of Hudgins Road Relocated;

thence North 00°55'15" West a distance of 110.27 feet to a point of tangent curve;

thence along a curve to the right having a radius of 105.00 feet an arc distance of 164.93 feet (chord=North 45°55'15" West – 148.49 feet) to a point of tangency;

thence North 89°04'46" West a distance of 214.97 feet to a point in the East line of Hudgins Road;

thence North 38°13'28" West, and with said East line, a distance of 75.43 feet to a point in the North line of Hudgins Road Relocated;

thence South 89°04'46" East a distance of 260.68 feet to a point;

thence along a curve to the right having a radius of 165.00 feet an arc distance of 85.41 feet (chord = South 76°05'32" East – 84.46 feet) to a point;

thence South 61°15'43" East a distance of 64.07 feet to a point;

thence along a curve to the right having a radius of 177.00 feet an arc distance of 120.85 feet (chord = South 20°28'55" East – 118.52 feet) to a point; thence South 00°55'15" East a distance of 45.15 feet to a point;

thence South 89°04'45" West a distance of 12.00 feet to a point;

thence South 00°55'15" East a distance of 66.75 feet to a point.

LESS AND EXCEPT Property granted to Mississippi Transportation Commission by Order Granting Plaintiff Right of Immediate Title and Possession ordered in Civil Action No. CO 2003-006 styled Mississippi Transportation Commission vs. Troy CMBS Property, L. L. C., Owner, et al, in the Special Court of Eminent Domain DeSoto County, Mississippi, dated June 20, 2003, and recorded June 27, 2003, in Book 0447, Page 219, aforesaid records, and in Agreed Judgment styled Mississippi Transportation Commission vs. Troy CMBS Property, L. L. C., Owner and Kmart Corporation, Lessee, in the Special Court of Eminent Domain DeSoto County, Mississippi, dated April 5, 2004, and filed for recorded April 5, 2004, in Book 0469, Page 506, aforesaid records, being more particularly described in Exhibit "A" attached hereto.

EXHIBIT "B"

Permitted Encumbrances

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EXHIBIT "B"

Permitted Encumbrances

1. All taxes for the year 2005 and subsequent years, not yet due and payable.
2. Intentionally omitted.
3. Any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on, and/or under subject property.
4. All Matters appearing on Plat of Survey Recorded in Plat Book 43, Page 42, DeSoto County, Mississippi.
5. Easement reserved for ingress and egress as set forth in Warranty Deed by and between Stanley M. Cohen and Eliot D. Cohen, and NDC Southaven L. P., a Mississippi limited partnership, dated July 7, 1994, and recorded July 21, 1994, in Book 273, Page 540, aforesaid records. (30-foot Ingress/Egress easement crossing southwesterly portion of subject property, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.) (Reserved for the benefit of Lot 2)
6. Right of Way Agreement from Ance P. Burchett aka Ance P. Burchett aka A. P. Burchett & Mae Burchett, husband and wife to Texas Gas Transmission Corporation, a Delaware corporation, dated May 28, 1948, and recorded June 15, 1948, in Book 37, Page 3, aforesaid records, as affected by Agreement and Receipt from A. P. Burchett to Texas Gas Transmission Corporation, dated May 15, 1951, and recorded August 17, 1951, in Book 37, Page 339, aforesaid records, as affected by Agreement and Receipt from Mae Burchett to Texas Gas Transmission Corporation, dated February 13, 1959, and recorded February 24, 1959, in Book 46, Page 146, aforesaid records, as affected by Agreement for Additional Pipeline from Robert L. Knox and Marvilene S. Knox, his wife to Texas Gas Corporation, a Delaware corporation, dated July 27, 1967, and recorded August 18, 1967, in Book 70, Page 30, aforesaid records, and Agreement for Additional Pipeline, dated April 24, 1969, and recorded May 16, 1969, in Book 70, Page 619, aforesaid records, as affected by Release of Right of Way, dated August 26, 1986, and recorded September 18, 1986, in Book 190, Page 81, aforesaid records, as affected by Agreement by and between Stanley M. Cohen and Eliot D. Cohen, and Texas Gas Transmission Corporation, dated October 19, 1990, and recorded November 9, 1990, in Book 230, Page 572, aforesaid records, as amended by Amendment by and between Stanley M. Cohen and Eliot D. Cohen, and Texas Gas Transmission Corporation, dated July 22, 1994, and recorded July 27, 1994, in Book 273, Page 741, aforesaid records, crossing southeasterly portion of subject property, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.
7. Sewer Easement in favor of City of Southaven, Mississippi, a Municipal Corporation, dated March 31, 1983, and recorded April 18, 1983, in Book 160, Page 332, aforesaid records. (10-foot wide sewer easement crossing southerly portion of subject property, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.) (Includes right to build paving for parking and curbs and right to place other underground utilities)

8. Right of Way Instrument in favor of Mississippi Power & Light Company, dated April 15, 1974, and recorded May 16, 1974, in Book 110, Page 257, aforesaid records. (10-foot wide easement along northwesterly boundary line with electric line, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.)
9. Right of Way Instrument in favor of Mississippi Power & Light Company, dated December 21, 1994, and recorded February 21, 1995, in Book 281, Page 785, aforesaid records, along northerly boundary lines of subject property, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2. (Being 15' on either side of the electric power line)
10. Right of Way Instrument in favor of Mississippi Power & Light Company, dated December 21, 1994, and recorded February 21, 1995, in Book 281, Page 788, aforesaid records. (10-foot easement being 5-foot on either side of the underground electric power line connected to electric power generator and generator pad crossing northeasterly corner of subject property and along northerly boundary lines of subject property, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.)
11. Utility Easement in favor of Southaven Utility District of Desoto County, Mississippi, dated October 31, 1974, and recorded February 25, 1975, in Book 110, Page 502, aforesaid records, a portion of which was released by Release of Sanitary Sewer Easement, dated March 29, 1996, and recorded June 6, 1996, in Book 301, Page 751, aforesaid records crossing center and westerly portions of subject property, with sanitary sewer line and manhole covered by pavement, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2. (Contains right to build pavement for parking, curbs and placement of other underground utilities)
12. Encroachment Agreement by and between NDC Southaven, L. P., a Mississippi limited partnership, Trustmark National Bank, a Mississippi banking association, and Stanley M. Cohen and Eliot D. Cohen, dated July 24, 1995, and recorded July 31, 1995, in Book 288, Page 592, aforesaid records. (Encroachment area along the westerly boundary line of Trust Mark Bank parcel, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.)
13. Water and Sewer Easement in favor of City of Southaven, a Municipal Corporation, dated May 17, 1996, and recorded June 6, 1996, in Book 301, Page 746, aforesaid records, and Release of Sanitary Sewer Easement, dated March 29, 1996, and recorded June 6, 1996, in Book 301, Page 751, aforesaid records, along westerly boundary line of subject property and crossing center portion of subject property with sanitary sewer line and 15-foot water line easement with 12" water line crossing southerly portion of subject property, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.)
14. Storm Drainage Easement in favor of City of Southaven, a Municipal corporation, dated April 15, 1997, and recorded May 1, 1997, in Book 315, Page 609, aforesaid records, with reinforced concrete pipes crossing easterly, westerly, center and southerly portions of subject property, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.

15. Temporary easement for Highway Construction (Parcel #2 and #3) as awarded to Mississippi Transportation Commission by Order Granting Plaintiff Right of Immediate Title and Possession ordered in Civil Action No. CO 2003-006 styled Mississippi Transportation Commission vs. Troy CMBS Property, L. L. C., Owner, et al, in the Special Court of Eminent Domain DeSoto County, Mississippi, dated June 20, 2003, and recorded June 27, 2003, in Book 0447, Page 219, aforesaid records, and in Agreed Judgment styled Mississippi Transportation Commission vs. Troy CMBS Property, L. L. C., Owner and Kmart Corporation, Lessee, in the Special Court of Eminent Domain DeSoto County, Mississippi, dated April 5, 2004, and filed for recorded April 5, 2004, in Book 0469, Page 506, aforesaid records, crossing subject property in its northwesterly portion, as shown on ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2.
16. ALTA/ACSM Land Title Survey for 550 Stateline Road West, Southaven Mississippi, prepared by Charles W. Arney, Mississippi Registered Professional Land Surveyor, No. 02852, Fisher & Arnold, Inc., dated May 24, 2005, designated as Project No. S 5696-2 reveals the following additional matters:
 - a. Variable size reinforced concrete pipes crossing subject property.
 - b. Sewer line with sanitary sewer manhole lying within westerly boundary line of subject property, and sanitary sewer lines with sanitary manholes crossing northerly, westerly, easterly and southerly portions of subject property.
 - c. Portion of lift station with fence located in the westerly portion of subject property lying within Hudgins Road right of way.
 - d. 8-inch water line with water valves crossing easterly and northerly portions of subject property, 6-inch water line with water valves crossing subject property along northerly boundary line in its westerly portion.
 - e. Gas Line crossing center portion of subject property from North to South.
 - f. 50-foot building set back line along State Line Road and 20-foot set back line along northerly boundary line of subject property, which are not violated as of the date of the survey.
17. That certain "easement" shown on Exhibit "G" to the Lease.

EXHIBIT "H-1"**Baby Depot Exclusives**

1. cribs
2. changing tables
3. toy boxes
4. children's and adult rocking chairs
5. glider/rockers
6. juvenile furniture
 - a. tables
 - b. chairs
 - c. chests
 - d. dressers
 - e. bean bags
7. crib comforters, dust ruffles, bumpers, sheets and mattress pads
8. diaper stackers and diaper bags
9. strollers
10. high chairs
11. car seats
12. play pens
13. walkers and entertainers
14. infant swings
15. infant and layette clothing
16. infant toys
17. children's books
18. diapers
19. such additional items that are typically sold in an infant and children toys, furnishings and furniture store

EXHIBIT "H-2"**Luxury Linens Exclusives**

1. Bedding, such as:
Sheets, comforters, bedspreads, bed pillows, mattress pads, duvet covers, blankets, quilts, and decorative throws
2. Bath and Kitchen Towels, such as:
beach towels, aprons, potholders, oven mitts, robes and body wraps
3. Decorative Pillows and Chair Pads
4. Tabletop, such as:
tablecloths, napkins, placements, runners, scarves and doilies
5. Rugs, such as:
scatter rugs, bath rugs, area rugs, novelty rugs
6. Bath Room Accessories and Shower Curtains, such as:
Plastic ensembles, ceramic ensembles, metal ensembles, scales, hampers, toilet seats, shower hooks, personal care products
7. Curtains and Draperies
8. Drapery hardware
9. Wall Art and Picture Frames
10. Decorative Housewares
11. Decorative Gifts, such as:
Crystal, ceramic, silver, brass and wood accessories, stationery and gift wrap
12. Closet and Storage Items
13. Luggage
14. Candles and Candleholder